

With Dates of Events. LOS ANGELES THEATRE—H. C. WYATT, Lessee and Manager. FLORODORA. LOS ANGELES THEATRE—H. C. WYATT, Lessee and Manager. "IN OLD KENTUCKY." LOS ANGELES THEATRE—H. C. WYATT, Lessee and Manager. "THE LIARS."

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NEW ROUTE TO ATLANTIC.

Line from Omaha May
Be the Next.

Gates Buys His Way
in the Game.

About to Control a System in
the Middle West—
Desert Tap.

(BY DIRECT WIRE TO THE TIMES.)
CHICAGO, Oct. 23.—[Exclusive Dispatch.] John W. Gates has again taken a plunge into the railroad game with a view of trying to become a factor in the transcontinental situation. Today at Patonburg, Mo., Gates purchased the Kansas City and Northern, connecting road for \$200,000. The syndicate which Gates heads will soon have control of the Omaha and St. Louis road and the Omaha, Kansas City and Eastern, and it is their purpose to use these properties to form a new line from Omaha, Kansas City and St. Louis to the Atlantic seaboard. This could be done only through a combination of the Omaha, Kansas City and Eastern, and the Omaha, Kansas City and Eastern to connection with the Indiana, Decatur and Western at Springfield.

The system of western roads which the former Kansas City Southern magnate will have his lines as follows: From Quincy to Omaha, 217 miles; known as the Quincy and Omaha line; Kansas City and Quincy line, between the cities mentioned, 250 miles; Omaha, Council Bluffs and Kansas City line, from Omaha to Kansas City, 238 miles; Omaha and St. Louis line, extending from Omaha to St. Louis, 280 miles, and thence by way of the Wabash to St. Louis.

PROBING THE HEART OF AMERICAN DESERT.

SOUTHERN PACIFIC WILL ENTER
DEEP CREEK COUNTRY.

(BY DIRECT WIRE TO THE TIMES.)
SALT LAKE (Utah) Oct. 23.—[Exclusive Dispatch.] Closely following upon the unofficial announcement that the Harriman system is contemplating an extension of the Oregon Short Line into the mining and timber districts of Idaho, north of Boise, comes what appears to be definite information that it is the intention to build a branch line from the Southern Pacific near the Nevada-Utah boundary into the Deep Creek country in the western part of the last-named State.

Deep Creek may be said to be in the very heart of the American desert. The region topographically is most desolate and uninviting, though filled with mineral deposits of great richness. Numerous railway surveys have been made into and through it during the past fifteen or twenty years.

The San Pedro, Los Angeles and Salt Lake is known to be looking longingly in that direction. In fact, Senator Clark confidently intends building a branch from some point on his road south of Salt Lake into this same section of country. At one time it was even thought that the San Pedro would run directly through that region instead of via Uvada and Caliente, the route finally settled upon. From this it is evident that the Southern Pacific is preparing to at least divide the traffic that would under ordinary circumstances go to the San Pedro.

NEW ELECTRIC ROAD. ARTICLES TO INCORPORATE.

(BY THE NEW ASSOCIATED PRESS—A.M.)
SALINAS, Oct. 23.—Articles of incorporation of the El Monte, Monterey and Pacific Grove Electric Railway Company have been filed in the County Clerk's office. The company proposes to purchase, acquire, construct, own, lease, hire, control, operate and maintain street railways within the corporate limits of the cities of Monterey and Pacific Grove and adjacent territory in the county of Monterey, and other purposes.

QUESTION OF RESPONSIBILITY.

(BY THE NEW ASSOCIATED PRESS—A.M.)
SAN JOSE, Oct. 23.—Judge Rhodes today granted defendants' motion for a new trial in the suit of Lillian M. Steffan against the Southern Pacific Railroad Company to recover \$50,000 damages for injuries sustained two years ago. While a passenger on the train between San Francisco and this city, Miss Steffan was struck by the head by a stone thrown through a window, inflicting injuries from which she has never fully recovered. On the first trial the jury awarded her \$25,000 damages. The new trial was granted on the ground that the evidence was insufficient to show that the railroad company could be held responsible.

SUNSET LIMITED.

(BY THE NEW ASSOCIATED PRESS—A.M.)
NEW ORLEANS (La.) Oct. 23.—The Sunset Limited of the Southern Pacific will be put into operation between New Orleans and San Francisco Monday, December 2, the first train west-bound leaving New Orleans that day. The Sunset Limited is the train which eight years ago, established a record in transcontinental service.

ST. LOUIS AND 'FRISCO.

(BY THE NEW ASSOCIATED PRESS—A.M.)
ST. LOUIS (Mo.) Oct. 23.—The annual report of the St. Louis and San Francisco Railroad Company for the fiscal year ending June 30, was made public today. The accounts of the Fort Worth and Rio Grande, and the Memphis systems and the results of

their operations do not figure in this report, as those properties were not included in the Frisco system during the fiscal year.

Gross earnings are \$10,173,697.25 in 1931, as compared with \$7,983,246.08 in 1930; operating expenses in 1931, \$5,845,007.41, compared with \$4,692,526.77 in 1930; total net income in 1931, \$4,328,689.84, as against \$3,290,719.31 in 1930; total interest and all other charges in 1931, \$2,810,567.70, compared with \$2,155,367.16 in 1930; remaining surplus in 1931, \$1,518,122.14, compared with \$1,135,352.15 in 1930.

LOCAL RAILROAD NEWS.

MR. CAMPBELL'S BEREAVEMENT.
W. D. Campbell, general agent in this city of the Chicago and Northwestern, has suffered a sad and unexpected bereavement. His wife had not been in the best of health for some time, and last July went East. She was doing apparently as well as usual until yesterday morning, when she died suddenly. The trouble was with the heart. Mr. Campbell left here last night for Johnsonville, O., where his wife lies dead. She leaves five little children, of whom two were with her at the last.

The Wilmington Transportation Company has made a change in the time of its boats leaving Avalon. Hereafter on Saturday and Sunday the hour will be 3 p.m.; other days, 1:15.

Nearly forty people, Episcopal clergy and a party of dignitaries, took a trip to Catalina yesterday.

C. G. Kinger, excursion agent of the Chicago, Rock Island and Pacific, is in today for San Francisco. Mr. Kinger is making active preparations to bring his family to this city.

H. C. Whitfield, general auditor of the Santa Fe, has just come in on a visit.

There is some doubt as to whether President E. F. Ripley of the Santa Fe will come in here, next week, or go direct to San Francisco.

Kan., a member of the large firm, railroad contractors known as F. Lantry & Sons, who have an office in this city, is here to bid on the Santa Fe Company's contract for the filling-in of China Basin, San Francisco. He is one of the several bidders who are awaiting the return of Chief Engineer Burns of the Santa Fe. At the Nevada yesterday he was well satisfied to spend a few extra days in Los Angeles, and will wait until Mr. Burns returns.

J. P. Morgan's Special.

CHICAGO, Oct. 23.—The special train carrying J. Pierpont Morgan and his party of friends, who are traveling east from San Francisco, reached here from St. Paul last night. The train was transferred to the Michigan Central Road without delay and the journey to New York resumed.

BIG COAL COMPANY.

Large Operators on the Line of the Chesapeake and Ohio Railroad Form a Great Combination.

(BY THE NEW ASSOCIATED PRESS—A.M.)
NEW YORK, Oct. 23.—The First National Bank has remitted to Philadelphia \$5,000,000 in currency to pay for the purchase of the Flat Top Coal Association, part of the Peabody coal purchase. The purchase price of the property was \$10,000,000, but in order to prevent any serious effect on any of the bank's reserves, only half the amount is to be paid in New York funds. The remainder will be paid in Philadelphia funds. The new Peabody company will have a preferred stock of \$20,000,000 non-cumulative 7 per cent. The company will start with a cash working capital of \$5,000,000.

The details of the new southern coal combination are gradually being worked out, says the World. The combination has been formed by a number of big operators along the line of the Chesapeake and Ohio Railroad. It has acquired land at Hampton Roads, where it will erect a great coal pier.

MODEST KANSAS MAN.

Conceded His Diamonds in Rotten Apples So as Not to Be Conspicuous—Customs Officer's Haul.

(BY THE NEW ASSOCIATED PRESS—A.M.)
NEW YORK, Oct. 23.—A customs inspector found in the trunk of a man said to be C. F. Prehm, a dry goods dealer of Galena, Kan., who arrived on the Deutschland, a lot of half-decayed apples wrapped in tissue paper. In the trunk with the apples were seven diamonds and one opal. The gems were appraised at \$200. Mr. Prehm explained that the reason he did not wear the diamonds was because he did not desire to be conspicuous.

Juan J. Zelaya, said to be a cousin of the President of Nicaragua, was found in possession of a watch of his person nine watches, six of which were gold, some set with diamonds. His valuable watch, worth \$1000, were sent in bond to the public stores.

SURVIVAL OF FITTEST.

Prof. Powers Would Kill
Feeble-minded as
Rattlesnakes.

(BY DIRECT WIRE TO THE TIMES.)

ITHACA (N. Y.) Oct. 23.—[Exclusive Dispatch.] Prof. H. H. Powers, formerly of Stanford University, now professor of sociology at Cornell, strongly reiterates his position announced some time ago that feeble-minded persons should be killed for the benefit of mankind.

"I am strongly in favor of killing off the weak in society for the benefit of the strong," said Prof. Powers today.

"I would kill off feeble-minded and all others who may be a burden, as I would kill off so many rattlesnakes. Nature formerly weeded out the unfit, but now life is made so much easier that a large percentage of those who are a burden to the better element are helped to live."

REBELS TAKE TUMACO TOWN.

Colombia Revolutionists
Very Active.

British Steamer Fired
on by Insurgents.

Apology Speedily forthcoming.
Suspicious Shipment of
Arms at Frisco.

(BY THE NEW ASSOCIATED PRESS—A.M.)
NEW YORK, Oct. 23.—According to the Herald, advice has been received in this city from Colombia, to the effect that the revolutionists have taken the town of Tumaco, on the Pacific Coast, near the Ecuadorian frontier, and are now marching toward Guapi, which is near Buenaventura. The cablegrams also say that yellow fever is epidemic in Buenaventura.

CAPT. PERRY'S REPORT.

APPROACHES ON ISTHMIAN QUIET.
(BY THE NEW ASSOCIATED PRESS—A.M.)
WASHINGTON, Oct. 23.—The Navy Department has received a mail report from Capt. Perry, commanding the battleship Iowa, which is now watching over American interests at Panama, stating that affairs on the isthmus continue quiet and that there have been no material changes in the situation.

Capt. Perry's report was accompanied by a report from Commander McEwen of the Machias, lying on the other side of Tumaco, when the British gunboat, under date of Panama, October 23, says:

"There has been no interruption of our interference with the insurgent force. There has been no interruption of our interference with the insurgent force. There has been no interruption of our interference with the insurgent force."

"I mentioned in my letter of October 7 that the British gunboat Icarus left here for Tumaco to investigate the reported firing upon the Pacific Steam Navigation Company's steamer Quilo (flying the English flag) by the insurgents at that place. The Icarus returned yesterday afternoon, and the news she brings is interesting.

"It appears that the insurgent forces under Gen. Perez one night during the week of September 29, 30, 31, and October 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and November 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and December 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and January 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and February 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and March 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and April 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and May 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 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Liners.

FOR SALE—
Miscellaneous.

SALE—A FINE ROLL-TOP DESK
revolving chair. 104 E. BROADWAY.

SALE—FOUR TWO-BURNER GAS
stoves in good order. 63 E. OLIVE

SALE—GOOD RAMBLER BICYCLE
if sold today. 242 E. HUNTER HILL

SALE—"WIZARD" CAMERA. NEWS
used; a bargain. 1904 TEMPLE ST.

CUCKERING PRACTICE

SALE CHILD'S TRICYCLE NEAR
131 W. ADAMS ST.
131 W. ADAMS ST.
131 W. ADAMS ST.

BUSINESS CHANCES—
Miscellaneous.

LEASE FOR A TERM OF YEARS.
A right party and one who has made
capital to furnish and equip a 40-room hotel
and restaurant, centrally located and
the oldest established hotels in the capital
and flourishing city of Havana.

This building is now being remodeled and enlarged and will be ready for occupancy November 15. Parties who are interested are requested to make personal inspection of this desirable property. Address by letter or personally to FRANK A. KELLEY, Real Estate and Insurance Agent, Riverside, Cal.

WE SELL THE EARTH—
BARNETT & SMITH.
—BUSINESS CHANCES—
 Information free for the asking; good locations for general furnishing-goods stores, shoe and millinery store, shoe repair and

SASSETT & SMITH,
219 S. Broadway, rooms 27-30

HAVE IMMEDIATE CASH BUYERS
for businesses ranging from \$25 to \$100,000.
If you have a business to dispose of, list with
us, and we will readily convert it into cash.
We are specialists in our line, and know
where and how to advertise any kind
of a property, and are in touch with the
largest class of buyers than any other agency.
REAL ESTATE INVESTMENT CO.
1000 Broadway
New York

NEALED AND OTHER

ment, as also those who are
sick folks of means, or
income considerable with
or expense by information
of DR. LENE'S SOLARIUM, 58
ave. Call personally after Wednes-
between 9 and 6. No schools,
and remunerative.

SCHOOL TEACHERS, ATTENTION!
I have three good copper claims
Ariz.; will sell a half interest
on small monthly payments; or
develop mine. Call or write for
F. E. KEDERICKS, via R. F.

SALE-RESTAURANT: BEST LO
in the city (Spring st.) doing a
business; selling account of sickness
WILD & LADAVEZ, 134 W. Four

WANTED-MAN WITH EXPERIENCE
country merchandise store and with cap
new or old to the store established
in Ventura county, at good po
business; this will bear closer invest
W. POINDEXTER, 200 Wilcox Block

WOMEN WHO WANT THE LAY

STYISH designs in garments, to be stylish, they must be in the figure of the wearer. **STYISH** exports from the East is here; contact **STEPHEN J. BRODERICK**, tailor and cutter, 1254 E. Spring st.

WE HAVE FOR SALE ON E. SPRING between Third and Fourth, a valuable lot of land at a location that cannot be beat for a good stand; one to ask about it at once; will also take care. **MERCANTILE INVESTMENT CO.**, 221 Myrtle Bldg.

FOR SALE SECOND-HAND SHOE from including stock machine, tools and fixtures. **Call** opportunity; owner leaving city.

Address or call on W. M. ARDIE, Law Office
and Leather and Findling Co., 125 Main
Main st.

FOR SALE—BEE, DELICACY AND RESTAURANT, in best location in Ocean Park. This is a good opening for any person understanding this business. WINSTON WARFIELD, 30 Ocean Front, Ocean Park, N. J.

FOR SALE—GROCERY, FRUIT AND CIGARS. Good living room, centrally located; owner will make offer. Bachelors' room and restaurant business also offered. East; \$10,000. J. J. CAMMERT, 2114 E. Sixth.

SALE—AN ESTABLISHED FRUIT
grocery and surgery in Albuquerque,
together with office furniture and
a bargain. Address MEDICINE
delivery, Albuquerque, N. M.

SALE—GROCERY, DELICAT
best market; fine location, daily sa
map; would consider improved pro
JOHN E. THOMPSON, JR., 28 Pr

REFINED BUSINESS WOMAN
experience in establishing good paying bu
ness; small investment necessary. Addre
see **R. TIMES OFFICE.**

MAN'S PARTNER IN BUSINESS
Furnished during winter and spring
must have about \$500. Address
8. TIMES OFFICE.

SALE—SEVERAL GOOD STORES
Locations. Apply to H. M. NEW
care M. A. Newmark & Co.
10 N. Los Angeles st.

OPPORTUNITY—STAPLER, GE
available; experience necessary; I
owner retiring; \$1250 to \$1500.
SEND.

SALE—GROCERY IN GOOD LOC
fine cash trade; will take

must leave. Address D, box 74, TIMES OFFICE 34

SALE-ONE-HALF INTEREST IN THE
paying wall-paper store in this city. For
particulars address D, box 44, TIMES OFFICE 34

SALE - OLD ESTABLISHED RES-
tant, doing a good business; a fine location.
Address D, box 54, TIMES OFFICE 34

SALE-ALL CASH. GROCERY BUSINESS
clean stocks, living rooms; good location.
Address D, box 54, TIMES OFFICE 34

7. CIGARS AND LIGHT GROCERY
 only \$1. with 3 good living-rooms; SEE
 L. D. BARNARD, 114 E. Broadway.

SALE—GROCERY STOCK AND STORE
 Owner going east. Call morning, 11
 Broadway, T. W. WOODWORTH. 20

SALE—INTEREST IN AN OIL RE
 for \$100,000; big profits; investigate
 on D. box 12, TIMES OFFICE. 21

CORNER CIGAR STORE; \$35 FE
 net income; long established; low re
 WELLS, 311, 7th St. 22

SALE - BARGAIN, GROCERY AND
Fruit; rent \$11; price \$250 J. E. TETLOW
40 S. Broadway. 25

SALE - BAKERY AND DELICATES
in Pasadena. Call at 310 BULLARD
Los Angeles. 25

SALE - BUTCHER SHOP, 3 HORSES
supplies; snap. \$1000. J. E. TETLOW
S. Broadway. 25

SALE - CANDY STORE CLEARING
SALE; bargain, \$1250. (See J. E. TETLOW
S. Broadway. 25

SALE - HOTEL DINING ROOM, A W&A

SALE—CIGAR STAND BETWEEN
 11th, betting \$75; price \$35, \$25.
 28
 SALE—GROCERIES, CIGARS, FRUIT
 store, a bargain. 708 1/2
 ST. 27
 SALE—LUNCH COUNTER; SNAP, \$250.
 \$1 daily. See J. E. TETLOW, 63
 Broadway. 27
 SALE—NICE BOOK BUSINESS, 340 1/2
 PRING ST., near the big hotel. 26

EXCURSIONS—
With Dates and Departures.

DENVER AND RIO GRANDE AND
The Grande Western personally conducted
excursions leave Los Angeles daily for all
the East, crossing the Sierra Nevada,
with Salt Lake City and the heart of the
Rockies by daylight. No European
excursion length can compare with this.

INLAND EXCURSIONS.
Annually conducted Rock Island excursions to Los Angeles every Tuesday, Friday and Saturday, via the Southern Route, Salt Lake City, every Thursday via the Northern Route, Reno and Fort Worth, for the Southern Route, Des Moines, Minneapolis, Chicago, St. Paul, Buffalo, New York City, Chicago, and New Orleans.
For reservations, call or address T. W. FIFRON, 625 Market St., San Francisco.

ALTON PERSONALLY CONDUCTS
Excursions East via the Rio Grande (Season)
leave Los Angeles Thursdays. Best
Lowest rates. Stop-over, Buffalo and
Falls. Office, 109-110 STIMMONS
cor. Spring and Third sts.

THE PUBLIC SERVICE OFFICIALS.

SUMMARY OF THE DAY.

Health Officer Powers completed a report yesterday afternoon on the milk that have been selling milk not according to the standard fixed by the ordinance. Over 150 inspections were made and twenty-five violations were discovered.

The personnel of the new library building was announced by the board yesterday.

A quietus was put upon the gas company by the Fire Commission yesterday in the form of a resolution that a permit will be granted to manufacture gas for general purposes until a franchise has been secured from the council.

A number of street petitions were considered by the Board of Public Works yesterday afternoon.

Judge Williams of Ventura sustained the city's demurrer yesterday in the case brought by the Hiram Mayberry to test the validity of the water ends. This is a victory for the city.

The will of Mrs. Katharine Claypole (Pascaden) in a \$20,000 estate was filed in probate yesterday.

Lawyer Shaw made a lovely speech in the Police Court yesterday when he was fined for battering his wife.

Wong Bin was held over for trial in the Superior Court yesterday under by Justice Austin yesterday.

AT THE CITY HALL.
MILK VENDERS VIOLATE THE CITY ORDINANCE.

HEALTH OFFICER VENTURES FORTH IN THE STILLY NIGHT.

A long list of offenders who will be compelled to explain why they used the garden hose—six complaints applied for in Police Court.

There is weeping and wailing and gnashing of teeth in the ranks of the milkmen, while the milkmaids will not be comforted. The Health Officer has been on the trail of the vendors of milk and has gathered a goodly number of offenders upon whom the law will frown with all its majesty.

Secure in the belief that the city officials sleep late in the morning, and do not from their goodly couch to ward the uncertainties of the night, the men who peddle the lactical fluid have lately had recourse to the garden hose, the bottle of formalin, and undry other ingredients condemned by the city ordinance.

If they had only known that Health Officer Powers, the demon North Carolina, the unexpected might not have happened. But as it is, about twenty of the vendors will have to answer to the Board of Health, or to the courts.

For ten days, Dr. Powers, Deputy Health Officer Quint and inspectors Foad, Hughes and Simons have been making the wary purveyors of impure milk. One day and two whole nights were devoted exclusively to the work, as well as fractions of other days.

When all the counts were in, it was found that over 150 inspections, have been made. With the means at hand it was no effort to find a vendor who had to be done in a little cubby hole, 15 feet in size, up under the roof of the City Hall.

Among the mass of milk examined several were found to contain formalin, while twenty-two were below the standard of purity in other respects. In most cases the deficiency was due to the fact that the excessive use of the hose was evident in a few instances.

Last night Health Officer Powers applied for complaints against the following eight dairies: New England, Bestella, Union, X. L., National, Slagman, California and Iowa. What disposition will be made of the reports against the other seventeen dairies has not been determined. The evidence against these is not in such shape as to present a strong case before a court, and it is probable that they will answer to a board of Health.

In the cases against which complaints have been sought, the evidence of violation is particularly strong. It is also desired that the court should pass upon the guilt or innocence of the dairymen, so that the city ordinance, where convictions are made, is pronounced that the Board of Health will adopt the same rule as is observed by the Police Commission and suspend the permit of the dairy.

The board has the arbitrary power of suspension under the milk ordinance, but thus far it has been decided that the legal machinery should be first invoked. Referring to the permit, Section 3 of the milk ordinance says:

"Such permit shall be granted only on the express condition that it shall be subject to suspension for a period not exceeding six months by the Board of Health, in its discretion, upon proof to the satisfaction of said board of a violation by the holder thereof, his servant or agent, of any of the provisions of the ordinance, or upon proof of violation by said holder of any law of this State providing against the adulteration of food or drink."

The ordinance further provides that a hearing shall be given by the Board of Health after five days' notice to the accused milkman.

The standard established by the ordinance for milk sold in Los Angeles is as follows: Specific gravity, 1.02; solids, 13 per cent; butter fat, 3.4 per cent; cream, 9 per cent; water, not more than 88 per cent.

In some of the samples tested by the Health Officer the percentage of butter fat falls as low as 1.5 and 2 per cent. There is too much water in some and others contain formalin.

There are a number of other counts against the dairymen, and the Board of Health has been very lax and lenient in enforcing the regulations. A few days ago it transpired that nearly 150 dairymen were selling milk in violation of the ordinance, and many dairymen do not observe the regulation requiring the use of the hose. To all these things the Board of Health has turned a deaf ear.

The last time the Milk Inspector reported violations of the ordinance, absolutely nothing was done about the matter. Neither the board nor the court took action to punish the offenders.

It is probable that it is one reason why so many offenders were discovered this time.

TRAINING CLASS.
On recommendation of the Attendance Committee, the Library Board yesterday selected the following named to constitute the new training class: Emma J. Brown, Katherine M. Chase, Elvira Eldredge, Laura S. Hillis, Sarah

K. Miller, Clara M. Rowell, Allen C. Cushing and Kate Howard.

Heretofore the training class has consisted of six young ladies, but the needs of the library have increased and the board found it necessary to increase the number in the class or to start another class next May.

The report stated that the papers submitted were excellent on the whole, and that considerable difficulty was experienced in selecting the class. Twelve applicants took the examination.

Director Clark reported that he has consulted with the directors of the Chamber of Commerce regarding the use of the upper floors of the new Chamber of Commerce building for library purposes. He said the matter has been referred to the real estate committee of the chamber, of which F. Q. Story is chairman.

A petition asking for the establishment of a sub-station at No. 281 Pico Heights was granted.

Kaestner & Brown were granted a contract for printing and binding the library for the next two years.

Jane Shepard was given a leave of absence for two months. She has been asked to take the position of cataloguer in the Mechanics Institute Library of San Francisco for that period.

Apportionment Made.
Another apportionment to the funds was made yesterday. This time \$38,000 of the tax money was turned over to the treasury subject to demands on the funds, most of which are behind. Taxpayers are asked to pay their share of \$110,000, the first half of the city taxes being delinquent November 25.

STREET MATTERS.
PETITIONS AND PROTESTS.
Many petitions and protests relating to street improvements were considered by the Board of Public Works yesterday.

It was decided to proceed with the paving of Seventh street from Main to Figueroa street without waiting to put the wires underground. Property owners are anxious that the street should be improved.

Another petition was presented to the board yesterday, asking for the opening of New High street from Franklin street to Broadway.

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Urban Gas Company was fully represented. Commissioner Frankfield stated the usual tedious debate by presenting the following resolution:

"Whereas, applications are on file with this board for permission to erect gas-manufacturing plants at different points within the district to which said plants are limited, and whereas, a very great majority of the property owners living in the vicinity of locations for which applications are made protest against the granting of permits; and whereas, this board is satisfied that the respective applicants for permission to build are attempting to engage in the business of the distribution of gas for general purposes, including its use for fuel and power, without first procuring a franchise from the city for said right; now, therefore, be it

Resolved, that all applications now pending before this board for permission to erect gas-manufacturing plants are hereby denied; that hereafter, in cases where an application for permission to erect a gas-manufacturing plant shall be made to this commission, the said application shall state whether or not the gas so manufactured is to be supplied to the inhabitants of the city of Los Angeles for illuminating purposes, and if so, the applicant shall verify by the oath of the applicant, and in case it shall appear to the commission that no proper ground exists for the denial of the application, that said gas is to be used for illuminating purposes only, the same shall not be granted until the applicant shall appear that the gas is to be furnished for general purposes, such as fuel, power, etc., then the applicant shall be required to furnish a bond for the payment of the cost of the gas to be distributed by the city of Los Angeles to distribute gas before his said application will be finally granted by the commission.

There was no debate on the resolution and it was adopted by a unanimous vote. The commission then filled the commission room numbering one hundred and without stating the multifarious reasons why said plans should not be built on the city.

Attorney Lynn Helm tried to have the board lay the application of the Urban Gas Company over for one week, during which time the company would find out whether his company intends to comply with the provisions of the ordinance, or if he refused on the ground that the resolution makes it necessary for every company to begin proceedings all over again.

No statement was made by the representatives of the Equitable company, but it was hinted that an attempt will be made to mandamus the commission.

From the tone of the resolution it is probable that it originated with a member of the Council.

BOILER PERMIT GRANTED.
After an animated debate lasting about half an hour, Horace G. Hamilton secured a permit to erect a steam boiler at No. 213 North Broadway.

The vote stood 3 to 2, with the Mayor and Commissioner Webb in the minority.

Hamilton has a milk-distributing station at the above number, and he desires to erect a boiler for the purpose of heating the milk.

In a compromise petition which was signed by twenty-nine residents, Hamilton agreed to plant a lawn on the property, and to erect a boiler at a distance of twenty-five feet, and to do a number of other things specified in the petition.

Commissioners Kuhrtz and Webb were appointed a committee to revise the ordinance relating to the installation of applicants for the department. The present rules were passed before the department was taken over by the city, and are much out of date.

A demand presented by Dr. J. J. Choate for \$80 to pay for medical attendance for a patient, was approved by the board. Another demand for \$24.50, presented by Dr. Choate for a patient, was denied.

The application of the Los Angeles Railway Company for the abandonment of Wild street between Alameda and Broadway streets was taken under consideration. The portion of the street affected is sixty feet wide.

The application of the Los Angeles Glass Company for permission to take water from the river to supplement the company's supply was taken under consideration. The board was divided on the matter.

To Mr. Bowen was referred the communication of the Horticultural Commission, asking for the relocation of the Saeola Kallitrus or Russian thistle, which is said to be a pest to the city.

The board will recommend that the relocation of the Saeola Kallitrus or Russian thistle, which is said to be a pest to the city.

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tended to allow this action to stand or fall on the merits of the action settled yesterday.

"I am convinced," stated Attorney Hansen to the court yesterday, "that the city charter of Los Angeles is absolutely void. If it is, we propose to raise the question in some way. It must be settled, and I can't imagine why the city wants to go on when it knows this big cloud."

Judge Williams announced that he would rule on the demurrer in this case from the bench.

WILLIAMS'S VIEWS.
Yesterday's opinion is not long, and it is given in full:

"This is an action brought by the plaintiff, a citizen and taxpayer of the city of Los Angeles, to have a certain tax imposed by the city of Los Angeles, and the Los Angeles City Water Company and the Crystal Springs Land and Water Company, dated July 1, 1901, and in and described in the complaint, annulled, and to restrain the defendant from carrying out any of the terms of such agreement, and to annul all or any of the provisions of the ordinance, passed by the individual members of the council, authorizing the issuance, sale and delivery of such bonds; asking that they be enjoined from carrying out any of the terms of such agreement, and to annul all or any of the provisions of the ordinance, passed by the individual members of the council, authorizing the issuance, sale and delivery of such bonds; asking that they be enjoined from carrying out any of the terms of such agreement, and to annul all or any of the provisions of the ordinance, passed by the individual members of the council, authorizing the issuance, sale and delivery of such bonds; 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Los Angeles County

Answering some of Brown's charges, Flick pointed out that a house recently burned just outside the city limits in North Pasadena, might have

THE CITY IN BRIEF.

AT THE THEATERS.

LOS ANGELES—Flowers.
BURNING—The Lion.
ORPHEUS—Yasovilla.

NEWS AND BUSINESS.

R. Baha.

Rain began falling in Los Angeles at 1:30 o'clock this morning and continued steadily up to the hour of going to press. At Santa Barbara it rained all night.

Sewed Up His Hand.

Charles McAtter, a laborer who lives at No. 285 Workman street, was painfully injured yesterday. He was operating a drill when he caught his hand under it and received a cut in which Police Surgeon Pierce had to take six stitches at the Receiving Hospital.

Another Stove Explodes.

A gasoline stove in the residence of J. B. Menasco, No. 625 North Figueroa street, exploded at 5:30 o'clock last evening and for a time the flames threatened to destroy the house. An alarm of fire was sent in from box 57 and the firemen quickly extinguished the blaze. The damage was not serious.

Death of Mrs. Kitts.

Mrs. M. J. Kitts, mother of Charles P. Kitts, treasurer of the Stock & Thayer Company, and of Fred B. Kitts of Kitts & Jeffries, died Thursday evening of dropsy, aged 65 years. She had been an invalid for a long time, and although a great sufferer, had made many friends through cheerfulness and kindness.

Want New Rituals.

A. H. S. Perkins, the fraternal and ritual writer of this city, has received orders during the past week from the Shanters' Fraternal Union of Cleveland, O., the American Fraternal Order of Edinburg, Ill., and the Union Fraternal League of Boston, for new rituals for the use of these orders. Mr. Perkins is today perhaps the leading ritual writer in the United States.

The Catch Is It.

A Los Angeles concern advertised that they would pay "119 for 1901 pennies." Hundreds of people flocked to see the catch, and hurried to the office with pennies of 1901 date. One old lady of 70 years brought two, her hands quivering with excitement. A man from the suburbs brought a whole box of them. The police were called in to explain to him, and the management of the concern had to call in the police.

Struck With Car.

Phillip Buehler, aged 12, whose home is at No. 202 LeRoy street, was painfully injured last night while playing in the street with several other boys. The youths were throwing stones and other missiles into the air, and one of them threw a tin can. It fell on young Buehler's head, cutting over the eye to the skull. At the Receiving Hospital two stitches were taken in the wound.

Looking for Smith.

Chief Elton has received a letter from Sheriff A. J. Bogard of Red Bluff, Tehama county, asking for information about a man named Smith, whose initials the Sheriff thinks are H. C. He was a traveling salesman for some oil company and was in Red Bluff last April visiting relatives. He recently died there on the 16th inst. and the presence of the nephew there is necessary in order that the estate may be settled.

Two Runaways.

A team attached to the delivery wagon of the Wilkinson grocery of Hollywood became frightened at a steam dummy on the Colegrove-Sherman line and ran away. The animals attempted to cross the track, and were struck by the car. One was killed outright, and the other had to be shot on account of its injuries.

Mrs. J. D. Wakeman and three other ladies were driving on Prospect avenue near Western avenue, when the horse became frightened at the same engine. The ladies were thrown from the carriage, but were only slightly bruised.

Benefit Entertainment.

America lodge of the United Workmen gave a very successful charity entertainment last Monday night in old Ebbell Hall on South Broadway, for the benefit of a sick member. About three hundred and fifty people were present and the following programme was given: Musical selections, Venetian Lady Orchestra; violin solo, Louis Angeli; comedy selections, Carl Unger; song, J. Turner; ventriloquism, P. C. Hamel; recitation, Lenora Belding; selections, L. Biddle; song, W. H. Hall; recitation, Ed West; music, A.O.U.W. Quartette.

Sunset Club.

Thirty-six members attended the monthly dinner and meeting of the Sunset Club at Levy's restaurant last evening. The subject was "Forestry," as applied to Southern California conditions. Papers on this subject were read by State Forestry Commissioner William J. Kerckhoff, ex-State Forestry Commissioner Abbot Kinney, and Fred L. Allen. Following the papers a general discussion was entered into by the members of the club. The papers were interesting and the discussion was animated. There was a brief discussion as to club improvement, and an increased interest in attendance. Secretary Allen read his annual report, showing that there are five vacancies in the club. Two have been caused by death and three by placing members on the honorary list. It was decided that the vacancies shall be filled by an election at the November meeting.

A Deaf Sociable.

A pleasant and interesting event took place on Thursday evening at the residence of M. T. Llewellyn, No. 1507 Redwood street, on the occasion of his birthday. About 25 guests, including ladies and gentlemen with their children assembled to congratulate their friend and enjoy themselves. The centers of attraction, however, were the lovely and interesting children of Mr. and Mrs. Llewellyn and the other visitors, who have all their faculties in perfect order and are regular chatterboxes with tongue and finger signs, which greatly amused the guests. There were a number of surprises other people, who imagine that the deaf are dumb and children. Mrs. T. Widd, who is godfather to seven of the children, hopes some day to get up an exhibition for them and let the public see for themselves that deaf mutes can marry and have happy families like the rest of mankind who have hearing and speech. Among those present were: Andrews, Bitchan, Rogers, Cook, Dahl, Livingston, Lewis, Murray, Wild, Miss M. Fitzpatrick, O'Connor, Rogers, Llewellyn, Messer, Cook, Murray, Dahl, R. D. Livingston, Lewis, Llewellyn, Bailey, Smith, Taylor, T. Widd; all prominent members of the Los Angeles Association for the Deaf. Refreshments were provided for all.

BREVITIES.

"Getting Rid of Our Past" will be Rev. Dr. Dowling's topic at Christ Episcopal Church, Flower street between Pico (Thirteenth street) tomorrow morning at 11 o'clock. Musical service and "Sunday-Night Talk" at 7:30 p.m. In the evening all seats free. Both University and Pico Heights cars pass the door.

Pastor Joseph Smale will conduct both services tomorrow in the First Baptist Church, Flower street between Seventh and Eighth. In the morning at

11 o'clock, theme, "The Argument for Fellowship." In the evening at 7:30, theme, "The Sweetest Rest in the World."

Send donations of cast-off clothing, furniture or food supplies to the Good Samaritan department of the Bethlehem Institutional Church, Vignes and Ducommun streets, or telephone John 24, and wagon will call. Office hours during summer months 11 to 12 daily.

At First Methodist-Episcopal Church tomorrow Rev. George A. Hough will preach in the morning on the theme "Where to Find Rest." In the evening Rev. Dr. Cantine will preach on the subject "Gospel Truth."

Dr. Walker's subject at Immanuel Presbyterian Church, corner Tenth and Figueroa streets, tomorrow morning, will be "Some Needless, Popular Fears." No evening service, on account of union meeting in First Church.

First Congregational Church, Hill and Sixth. Dr. Day in the morning; subject, "From Strength to Strength." Evening, Rev. William Horace Day, illustrated sermon on "The Bible of the Primitive Church."

The subject of the sermon by Rev. J. S. Thompson at the Independent Church of Christ (Simpson Auditorium) on Sunday morning will be "Christ's Sermon on the Mount of Sileam." All are invited.

Peniel Hall tonight, missionary address on India, by Dr. Alice Condit (stereopticon).

Carbons, platinum, Royal Sepia, "Couples," Palace Studio, 351 S. B'way.

The Newboys' Home is furnishing a sick room, and will be grateful for assistance. A dresser for this room is one of the articles of furniture most needed.

The child-study circle of the First-street school, Boyle Heights, met yesterday afternoon and elected Mrs. Welcome president; Mrs. Worden, secretary; Mrs. Bruce, secretary, and Mrs. McMillan, treasurer.

There are undelivered telegrams at the Western Union Telegraph office for J. H. Curry (2), Charles Roberts, F. J. Turnbull, Chester Black, H. E. Bassett, Mrs. O. Barbery, L. B. Roberts, Rev. George S. Bennett, Ramsay and Mrs. Hugo Ruesch.

AMATEUR SAFE BLOWERS.

Burglar Novices Drill Nine Holes in an Office Safe and Then Get Nothing for Their Pains.

The first attempt of burglars to force an entrance in a safe, that has been made in this city for nearly two years, was reported to the police yesterday morning by W. T. Hancock, proprietor of the carriage paint shop at Eighth and Main streets.

Burglars broke into his office some time Thursday night and found nothing valuable which they could steal, tried to force open the safe. Within a quarter-inch drill they drilled nine holes in the strong box, all of them around the combination knob. They did not try to blow the safe or to knock off the combination which they might have done with ease, and this leads the officers to believe that the thieves must have been frightened away. There was nothing of value in the safe.

MARRIAGE LICENSES.

The following marriage licenses were issued yesterday from the office of the County Clerk:

THE O'NEALY, aged 22, a native of California, and Henrietta Barnes, aged 19, a native of England; both residents of Los Angeles.

Albert Kohler, aged 24, a native of Michigan, and Bella Buckham, aged 27, a native of Nevada; both residents of Los Angeles.

Martin G. Handley, aged 37, a native of New York, and Eunice V. Thompson, aged 40, a native of Wisconsin; both residents of Los Angeles.

BIRTH RECORD.

PRESTON—October 25, at No. 2022 Boulder street, Boyle Heights, to the wife of H. E. Preston, a daughter.

DEATH RECORD.

KITTS—Mrs. M. J. Kitts, October 24, beloved mother of Charles P. and Fred B. Kitts, aged 65 years.

FUNERAL from Sampson funeral parlors, No. 305 South Broadway, at 3 p.m. KNIGHT—In this city, No. 40 East Third street, October 24, Joseph Knight, aged 60 years.

FUNERAL from residence, Sunday at 3 p.m. Friends invited.

MEMBERS of Bartlett-Logan Post, No. 5, G.A.R., are requested to meet at the post room on Saturday evening.

JOHN DAVIS, Adj.

THE members of Bartlett-Logan Post, G.A.R., and the Veterans of Foreign Wars, are requested to attend the funeral of our late comrade, Joseph Knight, on Sunday, October 27, at 3 o'clock p.m., from his late residence, No. 40 East Third street.

Members of other city posts and visiting comrades invited.

E. O. FELTS, Commander.

JOHN DAVIS, Adjutant.

Los Angeles Transfer Co. will check baggage at your request on all trips. Office, 121 S. Spring.

The Lady Undertaker. Mrs. M. H. Conner, with Or & Miss Co., is the only lady undertaker practicing in Los Angeles. No extra charge. Tel. M. 2.

Broscoe Bros. Co. Funeral directors. Lady undertaker. Private ambulance. Tel. M. 28.

W. H. Sutch, Undertaker. Lady assistant. 518 South Spring. Tel. M. 28.

The Best Crematory in the State. Just finished at Evergreen. Chapel free.

Anheuser-Busch Beer. Absolutely pure. Family trade solicited. H. L. Hyatt. Telephone main 67.

Paint Your Roofs. Work guaranteed. Parker & Hill, Ph. park 17.

FRANK G. CARPENTER will tell the readers of The Times Magazine the coming Sunday about some strange people and stranger creeds he saw in Java.

Imperial settlements. Abundance of water. For full particulars write Oakley-Paulin Co., 304-S Douglas Bldg., Los Angeles, Cal.

"Barker's" is synonymous with Good Furniture since 1881.

420-424 S. Spring Street.

Diamonds Watches, and SILVERWARE, and CONRAD, Jeweler 205 S. Spring St.

Early Fall Goods for Ladies' Gowns arriving daily. Make your selection now. South Broadway. J. KORN.

Reliable Prescription Druggists. THIRD AND BROADWAY.

3-DAY CORN CURE. Your feet may be as corned. There's a remedy now that can't fail to cure corns—your money back if it should ever fail.

Boswell & Noyes Drug Co. Reliable Prescription Druggists. THIRD AND BROADWAY.

Watch Problems.

If the fixing of your watch presents a problem, the best watch experts in California are here to solve it. All work guaranteed one year.

Watches Cleaned 75c. New Main Spring 80c. New Case Spring 80c. New Roller Jewel 80c.

Geneva Watch and Optical Co. 305 S. BROADWAY.

Peerless Brand WINES

Embodies the health-giving qualities of the most excellent vintage. Not so low in price to be cheap, but good enough to be worth much more than we charge.

Fine Old Port, 75c and \$1 Gal.

Go. Cal. Wine Co. 220 W. FOURTH ST. TEL. M. 332

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DEATH RECORD.

KITTS—Mrs. M. J. Kitts, October 24, beloved mother of Charles P. and Fred B. Kitts, aged 65 years.

FUNERAL from Sampson funeral parlors, No. 305 South Broadway, at 3 p.m. KNIGHT—In this city, No. 40 East Third street, October 24, Joseph Knight, aged 60 years.

FUNERAL from residence, Sunday at 3 p.m. Friends invited.

MEMBERS of Bartlett-Logan Post, No. 5, G.A.R., are requested to meet at the post room on Saturday evening.

JOHN DAVIS, Adj.

THE members of Bartlett-Logan Post, G.A.R., and the Veterans of Foreign Wars, are requested to attend the funeral of our late comrade, Joseph Knight, on Sunday, October 27, at 3 o'clock p.m., from his late residence, No. 40 East Third street.

Members of other city posts and visiting comrades invited.

E. O. FELTS, Commander.

JOHN DAVIS, Adjutant.

Los Angeles Transfer Co. will check baggage at your request on all trips. Office, 121 S. Spring.

The Lady Undertaker. Mrs. M. H. Conner, with Or & Miss Co., is the only lady undertaker practicing in Los Angeles. No extra charge. Tel. M. 2.

Broscoe Bros. Co. Funeral directors. Lady undertaker. Private ambulance. Tel. M. 28.

W. H. Sutch, Undertaker. Lady assistant. 518 South Spring. Tel. M. 28.

The Best Crematory in the State. Just finished at Evergreen. Chapel free.

Anheuser-Busch Beer. Absolutely pure. Family trade solicited. H. L. Hyatt. Telephone main 67.

Paint Your Roofs. Work guaranteed. Parker & Hill, Ph. park 17.

FRANK G. CARPENTER will tell the readers of The Times Magazine the coming Sunday about some strange people and stranger creeds he saw in Java.

Imperial settlements. Abundance of water. For full particulars write Oakley-Paulin Co., 304-S Douglas Bldg., Los Angeles, Cal.

"Barker's" is synonymous with Good Furniture since 1881.

420-424 S. Spring Street.

Diamonds Watches, and SILVERWARE, and CONRAD, Jeweler 205 S. Spring St.

Early Fall Goods for Ladies' Gowns arriving daily. Make your selection now. South Broadway. J. KORN.

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3-DAY CORN CURE. Your feet may be as corned. There's a remedy now that can't fail to cure corns—your money back if it should ever fail.

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